

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-OEI-16-00214		PAGE OF 1 26							
2. CONTRACT NO. HHSN316201200050W			3. AWARD EFFECTIVE DATE 01/13/2016		4. ORDER NUMBER EP-G16H-01244		5. SOLICITATION NUMBER NITAAC CIO-SP3 C-33328-0						
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Sini Jacob			b. TELEPHONE NUMBER (No collect calls) 202-564-3054		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460			CODE HPOD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD: \$25.0								
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			13b. RATING				
15. DELIVER TO OEI Tech, Ops & Planning/MISD US Environmental Protection Agency MC 2833M 1300 Pennsylvania Avenue, N. W. Washington DC 20460			CODE OEI/OTOP/MISD		16. ADMINISTERED BY HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				CODE HPOD				
17a. CONTRACTOR/OFFEROR SRA INTERNATIONAL INC ATTN FLORIDA HENDRICKS 4300 FAIR LAKES COURT FAIRFAX VA 220334232			CODE (b)(4)		FACILITY CODE		18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM										
19. ITEM NO.			20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
			DUNS Number: (b)(4) This Firm Fixed Price Task Order Award is issued under NIH NITAAC CIO-SP3 GWAC Contract Number HHSN316201200050W, Solicitation Number C-33328-0, and incorporates the attached Statement of Work and SRA Revised Technical and Price Proposals dated 12/28/2015. Performance payments are authorized according to the schedule identified in Section 1.14 of the SRA Revised Cost Proposal Narrative. TOCOR: Sally Martiny Max Expire Date: 01/12/2023 (Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,775,926.08							
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: C-33328-0 OFFER DATED 12/28/2015. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SRA Revised Proposal							
30a. SIGNATURE OF OFFEROR/CONTRACTOR 						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 							
30b. NAME AND TITLE OF SIGNER (Type or print) Jill Caballero, Sr. Contract Administrator			30c. DATE SIGNED 1/14/16			31b. NAME OF CONTRACTING OFFICER (Type or print) Sini Jacob			31c. DATE SIGNED 01/14/2016				

19 ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 01/13/2016 to 01/12/2017				
0001	BASE PERIOD HTHC Call-In Service Incrementally Funded Amount: \$682,901.23  Accounting Info: 16-WR-H1DDIT1-ZZZHF8-2512-CDMOMISD-16H7TPE004-001 BFY: 16 Fund: WR Budget Org: H1DDIT1 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CDMOMISD DCN - Line ID: 16H7TPE004-001 Funding Flag: Partial Funded: \$682,901.23				682,901.23
0002	OPTIONAL Quantity during Base Period for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
0003	OPTIONAL Quantity during Base Period for 2 Hour Training Course Amount: (b)(4) (Option Line Item)	3	EA	(b)(4)	Option
0004	OPTIONAL Quantity during Base Period for Day-long Training Course Amount: (b)(4) (Option Line Item)	2	EA	(b)(4)	Option
0005	BASE PERIOD NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs Current cap: (b)(4) Continued ...				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT IG CONTINUED  
HHSN316201200050w/EP-G16H-01244PAGE OF  
3 26NAME OF OFFEROR OR CONTRACTOR  
SRA INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Not to exceed (b)(4) with exercise of optional training CLINs Incrementally Funded Amount: (b)(4)  Accounting Info: 16-WR-H1DDIT1-ZZZHF8-2512-CDMOMISD-16H7TPE004-001 BFY: 16 Fund: WR Budget Org: H1DDIT1 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CDMOMISD DCN - Line ID: 16H7TPE004-001 Funding Flag: Partial Funded: (b)(4)				
1001	OPTION PERIOD 1 HTHC Call-In Service Amount: (b)(4) (Option Line Item)				Option
1002	OPTIONAL Quantity during OP1 for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
1003	OPTIONAL Quantity during OP1 for 2 Hour Training Course Amount: (b)(4) (Option Line Item)	3	EA	(b)(4)	Option
1004	OPTIONAL Quantity during OP1 for Day-long Training Course Amount: (b)(4) (Option Line Item)	2	EA	(b)(4)	Option
1005	OP1 NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs OP1 cap: (b)(4) Not to exceed (b)(4) with exercise of optional training CLINs Amount: (b)(4) (Option Line Item)				Option
2001	OPTION PERIOD 2 HTHC Call-In Service Amount: (b)(4) (Option Line Item)				Option
2002	OPTIONAL Quantity during OP2 for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
2003	OPTIONAL Quantity during OP2 for 2 Hour Training Course Amount: (b)(4) (Option Line Item)  Continued ...	3	EA	(b)(4)	Option



## CONTINUATION SHEET

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4 26NAME OF OFFEROR OR CONTRACTOR  
SRA INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2004	OPTIONAL Quantity during OP2 for Day-long Training Course Amount: (b)(4) (Option Line Item)	2	EA	(b)(4)	Option
2005	OP2 NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs OP2 cap: (b)(4) Not to exceed (b)(4) with exercise of optional training CLINs Amount: (b)(4) (Option Line Item)				Option
3001	OPTION PERIOD 3 HTHC Call-In Service Amount: \$656,661.57 (Option Line Item)				Option
3002	OPTIONAL Quantity during OP3 for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
3003	OPTIONAL Quantity during OP3 for 2 Hour Training Course Amount: (b)(4) (Option Line Item)	3	EA	(b)(4)	Option
3004	OPTIONAL Quantity during OP3 for Day-long Training Course Amount: (b)(4) (Option Line Item)	2	EA	(b)(4)	Option
3005	OP3 NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs OP3 cap: (b)(4) Not to exceed (b)(4) with exercise of optional training CLINs Amount: (b)(4) (Option Line Item)				Option
4001	OPTION PERIOD 4 HTHC Call-In Service Amount: (b)(4) (Option Line Item)				Option
4002	OPTIONAL Quantity during OP4 for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
4003	OPTIONAL Quantity during OP4 for 2 Hour Training Course Amount: (b)(4) (Option Line Item)	3	EA	(b)(4)	Option
4004	OPTIONAL Quantity during OP4 for Day-long Continued ...	2	EA	(b)(4)	Option



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NAME OF OFFEROR OR CONTRACTOR

SRA INTERNATIONAL INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Training Course Amount: (b)(4) (Option Line Item)				
4005	OP4 NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs OP4 cap: (b)(4) Not to exceed (b)(4) with exercise of optional training CLINs Amount: (b)(4) (Option Line Item)				Option
5001	OPTION PERIOD 5 HTHC Call-In Service Amount: (b)(4) (Option Line Item)				Option
5002	OPTIONAL Quantity during OP5 for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
5003	OPTIONAL Quantity during OP5 for 2 Hour Training Course Amount: (b)(4) (Option Line Item)	3	EA	(b)(4)	Option
5004	OPTIONAL Quantity during OP5 for Day-long Training Course Amount: (b)(4) (Option Line Item)	2	EA	(b)(4)	Option
5005	OP5 NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs OP5 cap: (b)(4) Not to exceed (b)(4) with exercise of optional training CLINs Amount: (b)(4) (Option Line Item)				Option
6001	OPTION PERIOD 6 HTHC Call-In Service Amount: (b)(4) (Option Line Item)				Option
6002	OPTIONAL Quantity during OP6 for 60 minute Training Course Amount: (b)(4) (Option Line Item)	6	EA	(b)(4)	Option
6003	OPTIONAL Quantity during OP6 for 2 Hour Training Course Amount: (b)(4) (Option Line Item)	3	EA	(b)(4)	Option
6004	OPTIONAL Quantity during OP6 for Day-long Training Course Continued ...	2	EA	(b)(4)	Option

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR  
SRA INTERNATIONAL INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6005	Amount: (b)(4) (Option Line Item) OP6 NIH Contract Access Fee (NCAF) 1% of ordered/funded CLINs OP6 cap: (b)(4) Not to exceed (b)(4) with exercise of optional training CLINs Amount: (b)(4) (Option Line Item)				Option

**CLAUSES for EP-G16H-01244**

**THE SCHEDULE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

**B.1 CEILING PRICE (CUSTOM)**

The ceiling price of this task order is \$689,730.24 at time of award. The Contractor shall not make expenditures or incur obligations in the performance of this task order which exceed the ceiling price specified herein, except at the Contractor's own risk.

**B.2 NITAAC CIO-SP3 CONTRACT ACCESS FEE (CUSTOM)**

(a) The task order will be issued against the National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) Government-wide Acquisition Contract (GWAC) Large Business CIO-SP3 contract. NIH grants other Agencies the authority to issue task orders under its NITAAC CIO- SP3 contract.

(b) All GWACs require a Contract Access Fee (CAF) paid to the Agency that awarded the contract. When a CO from another Agency issues a task order against one of the GWACs, the Contractor that receives the task order is responsible for the CAF reimbursement to the GWAC Contracting Office. Therefore, the Contractor has to collect the CAF from the ordering Agency. This requirement is set forth in the Contractor's NTAAC CIO-SP3 conformed contract clauses.

(c) The NIH ContractAccess Fee (NCAF) for the NITAAC CIO-SP3 contract is 1% with a cap of \$150,000 for any task order Base or Optional Period (not to exceed 12 months) with funding in excess of \$20 Million.

(d) The CAF is a separate line item, in addition to the agreed upon Estimated Cost and Fixed Fee of the Task Order, and does not increase the value of the award to the Contractor since the Contractor is responsible for reimbursing that dollar amount to the NITAAC CIO-SP3 Contracting Officer. It also does not increase the value of the Task Order. The CAF is an additional cost to the Agency using the NITAAC CIO- SP3 GWAC and is not retained by the Contractor.

(e) Each time the EPA Contracting Officer obligates new funding (not shifting funds) on this Task Order, the CO will include a line for the NITAAC CIO-SP3 CAF.

(f) The initial task order award document and all subsequent task order modifications will include a summary of the obligated amounts and associated CAFs.

(g) The Agency does not incur any GWAC CAF liability to the NITAAC CIO-SP3 Contract Administration Office unless the Agency obligates funding on the Task Order.



## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

**C.1 TASK ORDER PERFORMANCE WORK STATEMENT (CUSTOM)** The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the scope of work/specifications included in RFP Attachment # 1 – Performance Work Statement (PWS). The Contractor shall perform work under this task order only as directed in the tasks detailed in the PWS.

### **C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1984)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this task order:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

### C.3 INCORPORATION OF THE CONTRACTOR'S SUBMISSION (CUSTOM)

The Contractor's submission in response to RFP ID# C-33328-O , dated 12/28/2015, is incorporated by reference and is made a part of this task order. In the event of any inconsistencies between: 1) the Federal Acquisition Regulation (FAR); 2) the Environmental Protection Agency (EPA) Acquisition Regulation (EPAAR); 3) Environmental Protection Agency policies and procedures; 4) other task order clauses; and 5) the Contractor's submission, the NITAAC CIO-SP3 task order's terms and conditions take precedence.

### C.4 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JULY 2012)

Clause incorporated by reference.

### C.5 ADDITIONAL INFORMATION REGARDING EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (CUSTOM)

- (a) The Contracting Officer (CO) reserves the right to update the task order with any changes to EPA policies and procedures for Information Resource Management whenever the EPA, the Office of Management and Budget (OMB) and/or the Office of Federal Procurement Policy (OFPP) policies, procedures and regulations change.
- (b) The CO will provide the Contractor with an opportunity to respond to changes to the policy procedures; however, the Contractor shall comply immediately to these changes unless the CO directs otherwise or provides the Contractor with a specific written exemption.
- (c) The CO will provide hard copies of any IRM policies to the Contractor upon request or when a change to IRM policy is unavailable but applicable to Contractor performance under the Contractor's EPA task order.

### C.6 COMPLIANCE WITH FEDERAL, NIH AND EPA REGULATIONS, POLICY AND STANDARDS (CUSTOM)

The Contractor shall abide by all Federal, NIH and EPA regulations, policies, and procedures in effect during the task order period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the EPA's task order's period of performance. The offeror shall not be

required to conform to these policies and regulations until after task order award. Internal EPA and OCFO specific policies and regulations, as well as security related documents, will be provided to the Contractor at the kick-off meeting prior to the start of task order performance.

#### SECTION D – PACKAGING AND MARKING

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

[For this Award, there are NO additional clauses in this Section]

#### SECTION E – INSPECTION AND ACCEPTANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

[For this RFP, there are NO additional clauses in this Section]

#### SECTION F – DELIVERIES OR PERFORMANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

##### F.1 DELIVERY OF REPORTS (CUSTOM)

The Contractor shall prepare all electronic reports/deliverables using no smaller than twelve character font size and in either Times New Roman or Arial font style, including ALL charts/tables, figures and footnotes, and must be clear and readable.

##### F.2 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with RFP Attachment # 1 – Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

##### F.3 EPAAR 1552.211-75 WORKING FILES (APR 1984) Clause incorporated by reference.

##### F.4 TASK ORDER PERIOD OF PERFORMANCE (CUSTOM)



- (a) The EPA task order has a potential 84-month period of performance: Base and six (6) Option Periods, between 01/13/2016 and 01/12/2023 if all option periods of performance are exercised.
- (b) The EPA reserves the right to exercise the “Continuity of Services” clause of the Contractor’s current underlying NITAAC CIO-SP3 contract at the end of the final period of performance.
- (c) The potential 84-month task order period of performance is contingent upon the Contractor’s NITAAC CIO-SP3 contract period of performance. If the Contractor’s NITAAC CIO-SP3 contract is terminated by NIH prior to end of this task order’s period of performance, this task order is deemed to be terminated in accordance with NIH and this task order’s terms and conditions, and existing NIH policies.
- (d) The Contractor is responsible for notifying the EPA Contracting Officer (CO) immediately, in writing, whenever NIH notifies the Contractor that its current contract is terminated and no further extensions of its NITAAC contract period of performance will be awarded. The Contractor shall also immediately notify the CO if NIH terminates its contract prior to its current expiration date. Failure to notify the EPA CO may be the basis for a “Termination for Default.”
- (f) Unless otherwise indicated, the term “day” refers to calendar days as defined by the Federal Acquisition Regulation (FAR). However, if the day falls on a Saturday, Sunday, or Federal holiday, then the period shall include the next working day. The term “close of business” refers to 5:00 PM Eastern Time Zone.

## SECTION G – CONTRACT ADMINISTRATION DATA

This section incorporates all of the clauses and provisions of the Offeror’s underlying NITAAC CIO-SP3 contract.

G.1 SUBMISSION OF INVOICES – RTP FINANCE (CUSTOM) Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- NITAAC Contract number
- EPA task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the System for Award Management (SAM)
- Point of contact (POC) name, phone number and email address

**Invoice content and formatting:**

- Bill only within the period of performance
- Bill for only one option period per invoice
- Bill only for only one delivery order per invoice
- Use the original invoice number followed by an 'R' (resubmitted or revised) when billing for reclaimed, revised or returned billings
- Bill the net amount only when billing for revised or suspended amounts
- Never bill in excess of the contract funded amount
- Do not bill for state and local taxes unless authorized - EPA Tax Exempt #: 520852695

**Contract Invoices Submission:**

- Complete and sign EPA's Agreement for Email Submission of Contract Invoices and email the completed form to [ContractPaymentInfo@epa.gov](mailto:ContractPaymentInfo@epa.gov) (phone: (919) 541-1148).
- Wait for authorization. Please do not submit a contract bill via email until you receive an authorization email from the RTP Finance Center.
- After receiving authorization from the RTP Finance Center, submit your invoice in PDF format via email using the following procedures.
  - o Put the contract number, invoice number and delivery order number in the SUBJECT line of the email.
  - Example: I\_68w09999\_234B\_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.
  - o Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
  - It is suggested that the following statement be included in email body: NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited.
  - o Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.
  - o Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.
  - o Invoices in PDF format must be named as follows:  
contractnumber\_invoice\_number\_ordernumber.pdf. Invoices may be rejected if the file name is incorrect.

- Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)
- Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number.

Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character.

Invoice numbers should not include an underscore or a '/

- Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)

- Example:

I\_EPXX9999\_STB-300\_00001.pdf

I\_68XX0000\_7.pdf (no order number required) I\_261D00XX\_54678994999\_00000.pdf (using zeros as placeholders; no order number required) I\_GSF0440G\_B345\_01100.pdf

I\_EPW01111\_1.pdf

- Email your invoice to DDC-KInvoices@epa.gov after you receive the authorization email and as instructed.
- You will receive an auto reply message once the RTP Finance Center receives your email. If for some reason the RTP Finance Center cannot accept your electronic invoice, you will be notified as soon as possible. You are required to contact the RTP Finance Center at 919-541-1148 if your email submission is rejected.
- Receipt date for invoices will be the date the RTP Finance Center retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect). Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541- 1148, or via email at: ContractPaymentInfo@epa.gov.
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR/ACOR and CO on the email when the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service      U.S. Environmental Protection Agency RTP Finance Center (AA216-01)  
Durham, NC 27711



UPS, Federal Express, or Overnight Mail  
Center

U.S. Environmental Protection Agency RTP Finance

4930 Old Page Road (AA216-01) Durham, NC 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: [ContractPaymentInfo@epa.gov](mailto:ContractPaymentInfo@epa.gov).

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

G.2 CONTRACTING OFFICER'S REPRESENTATIVES (CUSTOM) The Contracting Officer's Representative (COR), the Alternate COR (ACOR), Administrative Alternate COR (AACOR), the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

... CONTRACTING OFFICER'S REPRESENTATIVE (COR):

Sally Martiny

... ALTERNATE COR (ACOR):

Joseph Salama

... ADMINISTRATIVE ALTERNATE COR (AACOR):

N/A

... CONTRACT SPECIALIST (CS) FOR THE TASK ORDER:

N/A

... CONTRACTING OFFICER (CO) FOR THE TASK ORDER:

Sini Jacob

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

H.1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000) Incorporated by reference.

H.2 EPAAR 1552.208-70 PRINTING (SEPT 2012) Incorporated by reference.

H.3 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984) Incorporated by reference.

H.4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 1994) ALTERNATE 1 Incorporated by reference.

H.5 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)

H.6 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994) Incorporated by reference.

H.7 EPAAR 1552.209-75 ANNUAL CERTIFICATION (MAY 1996)

Incorporated by reference.

H.8 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(a) Definitions.

“Contracting Officer Representative (COR),” means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions.

“Task order,” as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.

(b) The Contracting Officer Representative(s) may provide technical direction on task order or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the task order and any task order there under. The Contracting Officer Representative(s) does not have the authority to issue technical direction which:

(1) ) Requires additional work outside the scope of the task order;

(2) Constitutes a change as defined in the “Changes” clause;

(3) ) Causes an increase or decrease in the estimated cost of the task order;

(4) Alters the period of performance of the task order; or

(5) Changes any of the other terms or conditions of the task order.

(d) Technical direction will be issued in writing or confirmed in writing within five

(5) calendar days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Representative.

(e) If, in the Contractor's opinion, any instruction or direction by the Contracting

Officer Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:

- (1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the task order effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Advise the Contractor within a reasonable time that the Government will issue a written modification to the contract; or
  - (3) Advise the Contractor that the technical direction is outside the scope of the task order and is thereby rescinded.
- (f) A failure of the Contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the task order, or a failure to agree upon the task order action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this task order.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Representative, shall be at the Contractor's risk.

NOTE: A Contracting Officer's Representative (COR) is the primary representative of the Contracting Officer (CO) authorized to provide technical direction. The CO may designate an Alternate COR (ACOR) for the task order. CORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

#### H.9 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984)

Incorporated by reference.

#### H.10 EPAAR 1552.237-76 GOVERNMENT - CONTRACTOR RELATIONS (JUNE 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the Contractor to the Government are non- personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this task order shall not:
- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
  - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts or task orders, or become a part of the Government organization.
  - (3) Be used in administration or supervision of Government procurement activities.
- (c) Employee Relationship:



(1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the

Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) ) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor shall notify the CO in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The CO will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the CO will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it shall be furnished by the Contractor and the date thereafter by which the Government will respond.

#### H.11 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1 New Year's Day

January Third Monday - Martin Luther King Day

February Third Monday - Washington's Birthday

May Last Monday - Memorial Day

July 4 Independence Day

September First Monday - Labor Day

October Second Monday - Columbus Day

November 11 Veterans Day

November Fourth Thursday - Thanksgiving Day

December 25 Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) ) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1) ) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2) ) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

#### H.12 EP-S-00-02 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2000) DEVIATION

The Task/Delivery Order Ombudsman for this RFP is: Name: Lisa Maass

Address: 1200 Pennsylvania Avenue, N.W. 3801R Washington, D.C. 20460

Telephone Number: (202) 564-2498

E-Mail Address: maass.lisa@epa.gov

#### H.13 COMPLIANCE WITH INFORMATION TECHNOLOGY GUIDELINES

All contractor work must comply with pertinent Federal and EPA information processing and telecommunications standard and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with EPA's IT Architecture Roadmap and related implementation decisions, and EPA technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats

published at [www.epa.gov/irmpoli8](http://www.epa.gov/irmpoli8) - IM & IT Policies That Affect Contractors Performing Work through EPA Issued Contracts.

#### H.14 PROTECTION OF EPA DATA

The EPA's environmental databases, applications, and systems are a primary resource of the United States and appropriate protection of their integrity, confidentiality, and availability is an absolute necessity. The contractor shall ensure that work performed under this Task Order does not compromise the security of these systems or data contained therein, and shall execute a security program that protects their integrity, confidentiality, and availability consistent with EPA security policy. Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest possible time. The contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means, including appropriate background checks to help ensure trustworthiness of contractor employees.

#### H.15 CONFORMANCE TO EPA STANDARDS AND EPA AND FEDERAL POLICY

The contractor shall abide by all EPA regulations, policies, and procedures in effect during the Task Order period of performance.

### SECTION I –FAR CLAUSES

#### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

#### I.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

#### I.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

#### I.4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

#### I.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) task order award in accordance with Section B "Price/Cost Schedule" for the support required in the PWS. Other direct costs for long distance travel, training or other items shall be within the ceiling price. The Government contemplates only one (1) award will be made as a result of this solicitation.

#### I.6 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

#### I.7 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the

total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the task order's expiration date.

**I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this task order by written notice to the Contractor within 15 days before the period of performance expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) ) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months.

**I.9 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

**I.10 FAR 52.224-2 PRIVACY ACT (APR 1984)**

**I.11 FAR 52.232-25 PROMPT PAYMENT (ALTERNATE 1)(JUL 2013)**

**I.12 FAR 52.232-32 -- Performance-Based Payments.**

As prescribed in 32.1005, insert the following clause:

**Performance-Based Payments (Apr 2012)**

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated

payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;



- (ii) Special tooling and special test equipment to which the Government is to acquire title;
  - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
  - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine

and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I.13 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.14 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SUBCONTRACTORS (JULY 2013) DEVIATION

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Subcontractors, dated July 11, 2012 as extended under OMB Policy Memorandum M-13-15 dated July 11, 2013.

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.15 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.16 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

I.17 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) DEVIATION

I.18 EPA ACQUISITION REGULATION (EPAAR) CLAUSES INCORPORATED BY REFERENCE (CUSTOM)

This task order incorporates one or more EPAAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of an EPAAR clause may be accessed electronically at this address:  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

I.19 EPAAR 1552.224-77 Option to Extend the Term of the Contract Fixed Price

As prescribed in 1517.208(g), insert the following clause:

Option To Extend the Term of the Contract Fixed Price (OCT 2000)

The Government has the option to extend the term of this contract for 6 additional period(s). If more than 15 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 15 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 15-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods: see Task Order CLINs

(b) During the option period(s) the Contractor shall provide the services described below: See PWS

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows: see Task Order CLINs

(End of clause)

**I.20 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)**

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) ) If the offeror is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's social security number on the following line: TBD .

**I.21 EPAAR 1552.239-70 REHABILITATION ACT NOTICE (OCT 2000)**

**I.22 PURSUANT TO FAR PART 39.2, ELECTRONIC AND INFORMATION TECHNOLOGY – SECTION 508 COMPLIANCE (CUSTOM)**

All deliverables shall be in compliance with the Section 508 Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of 508 Standards, which can be found at <https://www.access-board.gov/sec508/guide>.

**I.23 TAX EXEMPTION (CUSTOM)**

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.